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Recording Requested by:
David J. Earle
Law Offices of David J. Earle
138 North Brand Boulevard
Suite 303
Glendale, California 91203
818.242.4700

When Recorded Return to:
Department of Toxic Substances Control
Southern California Branch
Site Mitigation Cleanup Operations
5796 Corporate Avenue
Cypress, CA 90630
Attention: Nennet Alvarez, Chief

Space Above For L.A. County Recorder's Use Only

COVENANT TO RESTRICT USE OF PROPERTY

(Health and Safety Code section 25355.5)

ENVIRONMENTAL RESTRICTIONS

(Civil Code section 1471)

WHEREAS, Triton Diagnostics, Inc., a wholly-owned subsidiary of Shell Oil Company, (the "Covenantor"), is the owner of certain real property (the "Property") in the County of Los Angeles which is legally described below; and

WHEREAS, the Department of Toxic Substances Control (the "Department"), pursuant to Civil Code section 1471, has determined that the Covenants contained herein are reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the Property of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260.

NOW THEREFORE, The Covenantor and the Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471 and H&SC section 25355.5 that the use of the Property be restricted as set forth in this Covenant and that this Covenant shall run with the land. The Parties further intend that the provisions of this Covenant also be for the benefit of, and be enforceable by, the U.S. Environmental Protection Agency ("U.S. EPA") as a third party beneficiary.

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ARTICLE I
STATEMENT OF FACTS

1.01. The property subject to these restrictions (the "Property") is legally described as follows:

Lot 36 of Tract 4671, in the City of Los Angeles, as per map recorded in Book 56, Pages 30 and 31 of Maps, in the office of the County Recorder of the County of Los Angeles.

Together with the Westerly 62 feet of Lot 37 of said Tract, together with those portions of Lot 13 of said Tract and Rosemead Street, shown and dedicated upon said Tract and vacated by the Board of Supervisors of said County, a copy of which vacation recorded in Book 6142, Page 206 of the Official Records of said County which lie easterly of a line parallel with distant Westerly 100 feet from the center line of said Rosemead Street.

EXCEPT from the above mentioned Lots and Street a 100 foot strip of land described in the deed to the Department of Water and Power of the City of Los Angeles recorded in Book 19574, Page 48, in the Official Records of Los Angeles County.

1.02. Attached hereto as Exhibit "A" is a true and exact depiction of a limited portion of the Property that is to be covered by a RCRA-equivalent cap, as more particularly described below; hereinafter referred to as the "Capped Property." The Capped Property is legally described as follows:

Those portions of Lots 36 and 37 of said Tract 4671 in the City of Los Angeles, County of Los Angeles, State of California described as follows:

Beginning at the Southwest corner of said Lot 36; thence North along the West line of said Lot 36 N00°04'55"W a distance of 83.30 feet; thence leaving said West line N89°55'05"E a distance of 2.51 feet to the True Point of Beginning; thence N00°11'01" a distance of 134.77 feet; thence N89°53'45" a distance of 819.11 feet to a point on the West line of said Lot 37, said point being distant N00°04'55"W a distance of 217.31 feet from the Southwest corner of said Lot 37; thence N89°53'45"E a distance of 297 feet; thence S00°35'22"W a distance of 136.11 feet; thence S89° a distance of 295.91 feet to a point on the West line of said Lot 37, said point being N00°04'55"W a distance of 81.58 feet from the Southwest corner of said Lot 37; thence S89°57'50"W a distance of 819.74 feet to the true point of beginning.

The above described property consists of 151,162.93 square feet (3.47 acres).

1.03. The Property is currently being remediated, as more particularly set forth in Section 1.04, below, pursuant to a Record of Decision ("ROD") issued by the U.S. EPA on

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September 5, 1997, on which the Department has given its concurrence. Under the authority vested in the President of the United States by virtue of Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, ("CERCLA") and as delegated, the U.S. EPA has issued a Unilateral Administrative Order for Remedial Action ("UAORA") in which the U.S. EPA has ordered Shell Oil Company, The Dow Chemical Company, Michelin North America, Inc. on behalf of itself and Uniroyal Goodrich Tire Company, and the Goodyear Tire and Rubber Company (collectively, "Respondents") to implement a remedial action for the remedy described in the ROD. The entire UAORA was recorded on August 3, 1999 in the official records of the Los Angeles County Recorder as Document No. 99-1453930.

1.04. Hazardous substances, as defined in H&SC section 25316 and section 101(14) of the CERCLA (42 U.S.C. § 9601(14)), remain on portions of the Property in soil and groundwater, including but not limited to: volatile organic compounds (benzene, toluene, ethyl benzene and styrene) and semi-volatile organic compounds (anthracene, chrysene, fluorene, naphthalene and phenanthrene). These substances are also hazardous materials as defined in H&SC section 25260. Hydrogen sulfide gas also remains in the soil in and under portions of the Property¹. To preclude potential residential exposure to these hazardous substances, the ROD provides that a deed restriction prohibiting future residential use of the Waste Pits Area (as defined in the UAORA) and prohibiting any future use that could threaten the integrity of the RCRA equivalent cap be required as part of the site remediation. All of the Property is within the Waste Pits Area. Site remediation also includes the following:

- (1) Installation and maintenance of a synthetic membrane cover ("Cap") over the Capped Property and associated soil gas monitoring. The Cap consists of a low permeability synthetic membrane and other associated layers as more particularly described in Exhibit "B" attached hereto;
- (2) Installation of surface water controls to prevent ponding of water on the Cap and to prevent runoff of water onto adjacent properties;
- (3) Installation and operation of a soil vapor extraction system ("SVE") beneath the Waste Pits Area to achieve the interim soil remediation standards specified in the ROD;
- (4) Installation of security fencing around the treatment units associated with the Cap and the SVE systems; and
- (5) Long-term operation and maintenance of all of the above and related components of the remedy selected in the ROD.

1.05 Risk Assessment. A thorough Risk Assessment of the Property was prepared by Dames & Moore as part of its Final Focused Feasibility Study Report ("FFFSR"), published

¹ Contamination of the groundwater (approximately 60 ft. below surface grade) underlying the Property, which is known to be contaminated with hazardous substances, including benzene, ethyl benzene and phenol, is being addressed by U.S. EPA as a separate Operable Unit.

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on September 4, 1996. Copies of the FFFSR are on file in the Region 9 Office of the U.S. EPA, Superfund Records Center, currently located at 95 Hawthorne Street, San Francisco, CA 94105, at the Torrance Public Library and at the Law Offices of David J. Earle.

ARTICLE II
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.04. Del Amo Participating Party. "Del Amo Participating Party" shall mean Shell Oil Company.

2.05. U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency, and includes its successor agencies, if any.

2.06. CERCLA Lead Agency. "CERCLA Lead Agency" means the governmental entity having the designated lead responsibility to implement response action under the National Contingency Plan ("NCP"), 40 C.F.R. Part 300. U.S. EPA is the CERCLA Lead Agency at the time of the recording of this instrument.

2.07 Monitoring Agent. The Del Amo Participating Party is hereby appointed the "Monitoring Agent" for the environmental covenants and restrictions created herein. By execution of this document, the Del Amo Participating Party has agreed to be responsible for the ongoing monitoring and enforcement of the environmental covenants and restrictions created herein and shall serve in such capacity until replaced by mutual agreement of Triton Diagnostics, Inc. (or the then current owner of the Property), the Department, U.S. EPA and the Del Amo Participating Party. In the event of such replacement, Triton Diagnostics, Inc. (or the then current owner of the Property) shall cause a notice of such replacement to be recorded in the Office of the County Recorder for Los Angeles County, which notice shall reference the Property. The Monitoring Agent shall also be responsible for making a current copy of a site map of the Property which identifies the location of all SVE wells and monitoring wells available for inspection by all owners, tenants and any others with any interest in the Property.

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ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department and U.S. EPA, as a third party beneficiary, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department and U.S. EPA.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. The Restrictions set forth herein and the UAORA shall be incorporated by reference in each and all deeds, leases, assignments, or other transfers, of all or any portion of the Property. Further, each Owner or Occupant shall include in any instrument conveying any interest in all or any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTION AND COVENANT TO RESTRICT USE OF PROPERTY, RECORDED IN THE PUBLIC LAND RECORDS ON [DATE] , IN BOOK , PAGE , IN FAVOR OF AND ENFORCEABLE BY THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

3.05. Conveyance of Property. The Owner shall provide notice to the Department and U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect any proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant, including but not limited to Section 2.07.

ARTICLE IV
RESTRICTIONS

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4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Non-Interference with Cap and SVE and Monitoring Systems. Covenantor agrees with respect to the Property:

- (a) Activities that may disturb the Cap (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and written approval by the Monitoring Agent and the CERCLA Lead Agency.
- (b) Activities that may disturb the effectiveness of the SVE system (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and written approval by the Monitoring Agent and the CERCLA Lead Agency. Whether or not a particular activity may disturb the effectiveness of the SVE system shall be determined by the CERCLA Lead Agency.
- (c) Activities that may disturb the effectiveness of the Monitoring well system for either the vadose zone or the groundwater (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall not be permitted on the Property without prior review and written approval by the Monitoring Agent and the CERCLA Lead Agency. Whether or not a particular activity may disturb the effectiveness of the Monitoring well system shall be determined by the CERCLA Lead Agency.
- (d) All uses and development of the Property shall preserve the integrity of the Cap and SVE system.
- (e) The Cap shall not be altered without prior written approval by the CERCLA Lead Agency.
- (f) Covenantor shall notify the CERCLA Lead Agency of each of the following: (i) the type, cause, location and date of any damage to the Cap and (ii) the type and date of repair of such damage. Notification to the

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CERCLA Lead Agency shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants.

4.05. Access for Department and U.S. EPA. The Department and U.S. EPA shall have reasonable right of entry and access to the Property for inspection, monitoring, periodic review, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department and U.S. EPA in order to protect the public health or safety, or the environment. Nothing in this instrument shall limit or otherwise affect U.S. EPA's right of entry and access, or U.S. EPA's authority to take response actions under CERCLA, the National Contingency Plan, 40 C.F.R. Part 300 and its successor provisions, and/or other federal law.

4.06. Access for Implementing Operation and Maintenance. The entity or person responsible for implementing an Operation and Maintenance Agreement with the U.S. EPA or the CERCLA lead agency shall have reasonable right of entry and access to the Property for the purpose of implementing the Operation and Maintenance Agreement until the CERCLA Lead Agency determines such activities are no longer required.

4.07. Access for Monitoring Agent. The Monitoring Agent and Del Amo Participating Party shall have reasonable right of entry and access to the Property for the purpose of ongoing monitoring and enforcement of the environmental covenants and restrictions herein pursuant to paragraph 2.07.

ARTICLE V ENFORCEMENT

5.01. Enforcement. The Department and/or U.S. EPA shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. This Covenant shall be enforceable by the Department pursuant to H&SC, Division 20, Chapter 6.5, Article 8 (commencing with section 25180). Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Monitoring Agent and/or the Department and/or U.S. EPA to require that the Covenantor or Owner modify or remove any improvements ("Improvements" herein shall mean all buildings, roads, driveways, and paved parking areas) constructed or placed upon any portion of the Property in violation of the Restrictions. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA, and violation of this Covenant shall be grounds for the Department and/or U.S. EPA to file civil or criminal actions as provided by law or equity, including but not limited to, nuisance or abatement against the Owner or Occupant as provided by law. In addition, the State of California and the Department shall have all remedies as provided in California Civil Code Section 815.7 as that enactment may be from time to time amended.

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ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with H&SC section 25233. Unless and until the State of California assumes CERCLA Lead Agency responsibility for Site operation and maintenance, no variance may be granted under this paragraph 6.01 without prior review and prior written concurrence of the variance by U.S. EPA. If requested by the Department or U.S. EPA, any approved variance shall be recorded in the land records by the person or entity granted the variance.

6.02 Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. Unless and until the State of California assumes CERCLA Lead Agency responsibility for Site operation and maintenance, no termination may be granted under this Paragraph 6.02 without prior review and prior written concurrence of the termination by U.S. EPA.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, after review and prior written concurrence by U.S. EPA, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication or Taking Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever. Further, nothing set forth in this Covenant shall be construed to effect a taking under Federal or state law.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2)

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three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Triton Diagnostics
c/o David J. Earle
Law Offices of David J. Earle
138 North Brand Blvd., Suite 303
Glendale, CA 91203

To Monitoring Agent: Shell Oil Company
Post Office Box 2463
Houston, Texas 77252
Attention: Associate General Counsel
Safety, Environmental and Technology
Legal Organization

With copy to: Chuck Paine, Remediation Manager
Shell Oil Company
4482 Barranca Pkwy, Suite 180 PMB 171
Irvine, California 92604

To Department: Department of Toxic Substances Control
Southern California Branch
Site Mitigation Cleanup Operations
5796 Corporate Avenue
Cypress, CA 90630-4732
Attention: Nennet Alvarez, Chief

Larry McDaniel
Staff Counsel
Department of Toxic Substances Control
400 P. Street, 4th floor
P.O. Box 806
Sacramento, CA 95812

To U.S. EPA: U.S. Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105-3901
Attn: Dante Rodriguez, SFD-7-1
Re: Del Amo Superfund Site

Michele S. Benson
Office of Regional Counsel, ORC-3
U.S. EPA Region IX

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75 Hawthorne Street
San Francisco, CA 94105-3901
Re: Del Amo Superfund Site

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein, or the application of it to any person or circumstance, is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant, or the application of such portions to persons or circumstances other than those to which it is found to be invalid, shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

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IN WITNESS WHEREOF, the Parties execute this Covenant.

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Executed this 23 day of June, 2000 at Irvine, California.

TRITON DIAGNOSTICS, INC.

Chuck Paine
By: CHUCK PAINE
Its: AGENT

DEL AMO PARTICIPATING PARTY

SHELL OIL COMPANY
Chuck Paine
By: CHUCK PAINE
Its: REMEDIATION MGR.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Henriet V. Alvarez
By: Henriet Alvarez
Its: Branch Chief

THE U.S. EPA

Keith Takata
By: KEITH TAKATA
Its: DIRECTOR
SUPERFUND DIVISION

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State of California)
County of Los Angeles) ss.

On June 23, 2000, before me, Mindy Marie Ritchie personally appeared Chuck Paine, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal. [NOTARY SEAL]

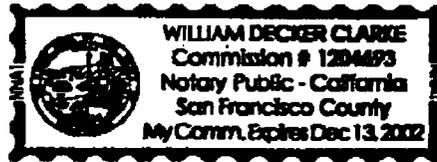
Mindy Marie Ritchie
Signature of Notary



State of California)
County of ~~Los Angeles~~) ss.

SAN FRANCISCO
On 17 JULY 2000, before me, William Decker Clarke personally appeared HEON TAKAJA, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal. [NOTARY SEAL]

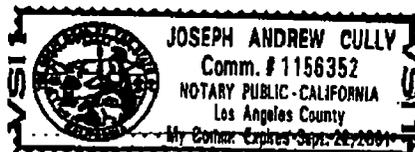
William Decker Clarke
Signature of Notary



State of California)
County of Los Angeles) ss.

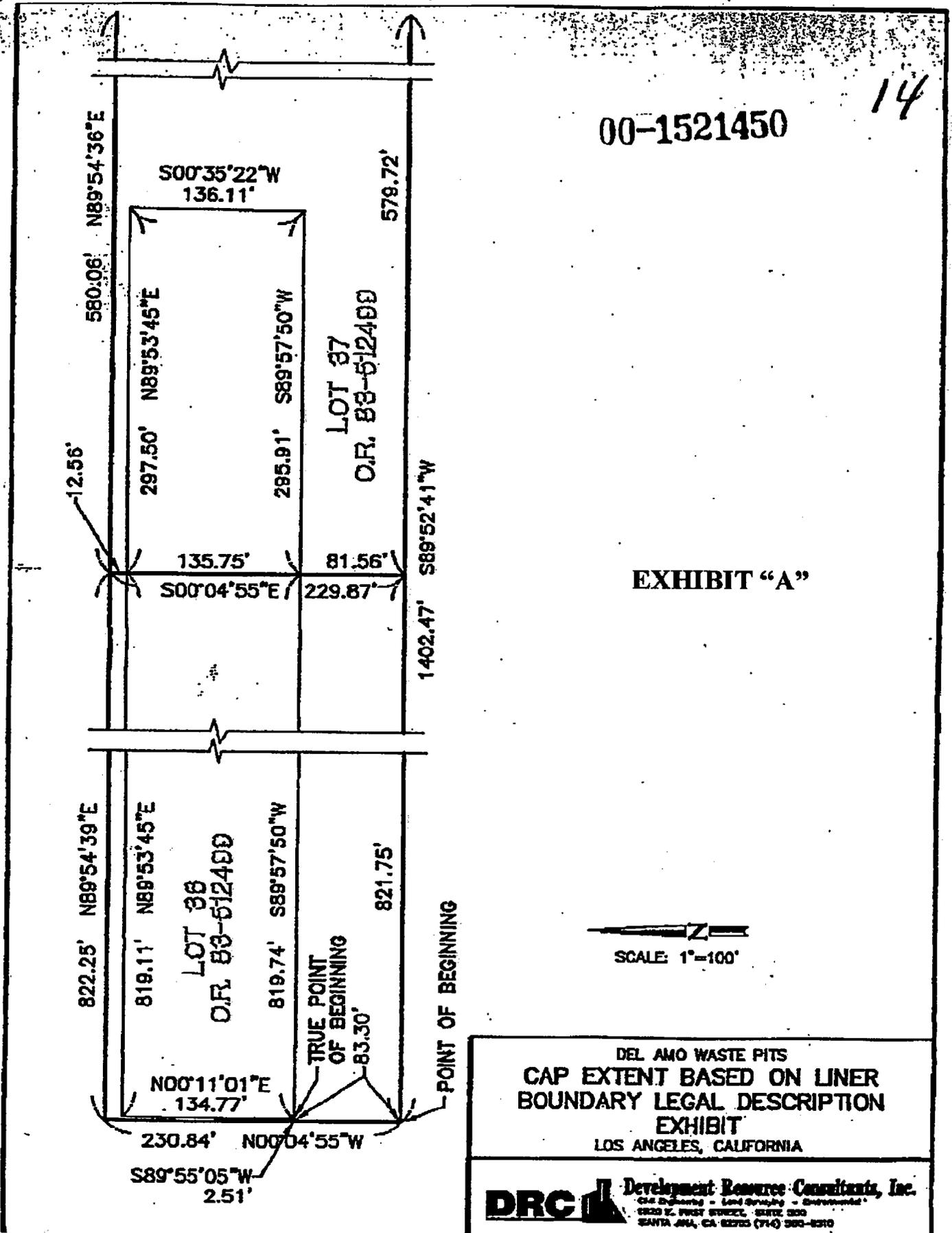
J.P.
On August 4, 2000, before me, ~~Richard Alvarez~~ Joseph Cully personally appeared Nancy Alvarez, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal. [NOTARY SEAL]

Joseph Andrew Cully
Signature of Notary



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DEL AMO WASTE PITS
 CAP EXTENT BASED ON LINER
 BOUNDARY LEGAL DESCRIPTION
 EXHIBIT
 LOS ANGELES, CALIFORNIA

DRC Development Resource Consultants, Inc.
 Civil Engineering - Land Grading - Environmental
 2825 E. FIRST STREET, SUITE 200
 SANTA ANA, CA 92705 (714) 266-8200

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ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Joseph Andrew Bully

Date Commission Expires Sep 22, 2001

Notary Identification Number 1156352
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number VS 11
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration Norwalk

Date 9/22/00


Signature (Firm name if any)